

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

TEXAS OCR TECHNOLOGIES, L.L.C. a
Texas limited liability company,

Plaintiff,

vs.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; APPLE, INC., a
California corporation; MICROSOFT
CORPORATION, a Washington corporation;
and NUANCE COMMUNICATIONS, INC.,
a Delaware corporation.

Defendants.

CASE NO. 6:11-CV-00175-LED

ORDER OF DISMISSAL WITH PREJUDICE

Plaintiff Texas OCR Technologies, LLC (“Texas OCR”) and Defendants Adobe Systems Incorporated (“Adobe”), Apple, Inc. (“Apple”), Microsoft Corporation (“Microsoft”), and Nuance Communications, Inc. (“Nuance”) (collectively “Defendants”), and Counterclaim-Plaintiffs Adobe, Apple, Microsoft, and Nuance (collectively “Counterclaimants”) announced to the Court that they have resolved Texas OCR’s claims for relief against Defendants and Counterclaimants’ counterclaims for relief against Texas OCR asserted in this case.

Texas OCR and Defendants have therefore requested that the Court dismiss Texas OCR’s claims for relief against Defendants, and Counterclaimants’ counterclaims for relief against Texas OCR, with prejudice, provided however, that it is without prejudice to any Defendant’s or Counterclaimant’s right, in any future litigation in which infringement of U.S. Patent No. 6,363,179 has been asserted against such Defendant or Counterclaimant or its products, to reassert any counterclaims or otherwise assert patent invalidity, unenforceability and/or

noninfringement, whether or not asserted in this action. The parties further requested that all attorneys' fees, costs and expenses be borne by the party incurring them.

The Court, having considered this request, is of the opinion that their request for dismissal should be granted.

IT IS THEREFORE ORDERED that Texas OCR's claims for relief against Defendants and Counterclaimants' counterclaims for relief against Texas OCR are dismissed with prejudice.

IT IS FURTHER ORDERED that all attorneys' fees, costs of court and expenses shall be borne by each party incurring the same.

So ORDERED and SIGNED this 31st day of October, 2011.

A handwritten signature in black ink, appearing to read 'Leonard Davis', written over a horizontal line.

**LEONARD DAVIS
UNITED STATES DISTRICT JUDGE**